

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

EAST COAST BROKERS &  
PACKERS, INC.  
BATISTA J. MADONIA, SR.  
and EVELYN M. MADONIA,  
CIRCLE M RANCH, INC.  
RUSKIN VEGETABLE CORPORATION,  
OAKWOOD PLACE, INC.,  
BYRD FOODS OF VIRGINIA, INC.,  
EASTERN SHORE PROPERTIES, INC.,  
STELLARO BAY, INC.,

Debtors.

---

Case No. 8:13-bk-2894-KRM

Case No. 8:13-bk-2895-KRM

Case No. 8:13-bk-2896-KRM

Case No. 8:13-bk-2897-KRM

Case No. 8:13-bk-2898-KRM

Case No. 8:13-bk-3069-KRM

Case No. 8:13-bk-3070-KRM

Case No. 8:13-bk-3071-KRM

**Jointly Administered Under  
Case No. 8:13-bk-2894-KRM**

**EXPEDITED MOTION FOR ORDER AUTHORIZING THE SALE  
OF SAILFISH POINT CONDOMINIUM PURSUANT TO 11 U.S.C. § 363**

**Expedited Hearing Requested on August 12, 2013 at 3:00 p.m.**

Gerard A. McHale, Jr., the duly appointed and acting Chapter 11 Trustee (the “**Trustee**”) for the estates of East Coast Brokers & Packers, Inc. (“**East Coast**”), Batista J. Madonia, Sr. a/k/a Batista J. Madonia Jr. and Evelyn M. Madonia (together the “**Madonias**”), Circle M. Ranch, Inc. (“**Circle M**”), Ruskin Vegetable Corporation (“**Ruskin Vegetable**”), Oakwood Place, Inc. (“**Oakwood Place**”), Byrd Foods of Virginia, Inc. (“**Byrd Foods**”), Eastern Shore Properties, Inc. (“**Eastern Shore**”), and Stellaro Bay, Inc. (“**Stellaro Bay**”) (collectively the “**Debtors**”), seeks, on an expedited basis, entry of an order authorizing the sale of Sailfish Point Condominium, free and clear of any and all liens, claims, interests and encumbrances, with such interests to attach to the proceeds of the Sale (the “**Motion**”). In support of this Motion, the Trustee respectfully represents as follows:

### **Basis of Request for Expedited Relief**

The Trustee has negotiated the sale of the Sailfish Point Condominium at a price acceptable to him and the holders of consensual liens on the property. The Trustee and the lienholders request that the Court consider the sale on an expedited basis in order to facilitate and advance the requisite approvals needed by the buyer in order to close. The Court is scheduled to consider another matter in these cases on August 12, 2013 at 3:00 p.m. The Trustee requests that the Court consider this Motion on the same date and time.

### **Jurisdiction and Venue**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is Proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

### **Background**

2. On March 6, 2013 and March 11, 2013 (the “**Petition Dates**”), the Debtors filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”).

3. The Debtors were operating their businesses and managing their properties as debtors in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

4. Pursuant to an Order entered by this Court dated March 13, 2013, the Debtors’ Chapter 11 cases are being jointly administered for procedural purposes only under *In re: East Coast Brokers & Packers, Inc.*, Case No. 8:13-bk-2894-KRM.

5. On June 20, 2013, the United States Trustee filed a Notice of Appointment of Chapter 11 Trustee [Dkt. No. 268] and an Application for Order Approving Appointment of

Trustee [Dkt. No. 269] which motions otherwise seek to appoint Gerard A. McHale, Jr. as the chapter 11 trustee.

6. On June 21, 2013, the Court entered Order Approving Application to Appoint Chapter 11 Trustee, Gerard A. McHale, Jr. [Dkt. No. 271].

**Relief Requested**

7. The Madonias hold title to real property, located at 3001 SE Island Point Lane, Unit 34, Stuart, Florida, as legally described as:

Condominium Unit No. 34-B of SOUTHERN ISLE, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 938, Page 846, and all exhibits and amendments thereof, Public Records of Martin County, Florida

(the “**Property**” or “**Sailfish Point Condominium**”).

8. With the assistance of Murray Wise and Associates, Inc., the Trustee has been actively marketing a sale of the Property.

9. On August 7, 2013, the Trustee, as seller, entered into a Real Estate Purchase and Sale Agreement (the “**Agreement**”) with Terry Sailfish Point Realty Trust, as purchaser (the “**Purchaser**”). The Purchaser has offered to purchase and the Trustee desires to sell the Property free and clear of all liens, claims, interests and encumbrances for \$715,000. A copy of the Agreement is attached hereto as **Exhibit “A”** and incorporated herein by reference.

10. The Trustee intends to sell the Property as promptly as possible, consistent with (i) the due process requirements of sections 363 of the Bankruptcy Code, and (ii) the Agreement.

11. The Agreement provides for the following:

- The Purchaser posting a \$71,500 deposit which shall be non-refundable if the Court approves the Agreement;
- The Purchaser will pay the Trustee the Purchase Price of \$715,000.00 subject

to usual and customary prorations, and Trustee shall pay all costs associated with the commitment and the premium on the owner's title policy and the cost of the documentary stamp taxes on the deed;

- The Property is to be conveyed to the Purchaser free and clear of all liens and claims which shall attach to the proceeds; and
- The sale is “AS IS/WHERE IS” with all faults.

12. The closing shall occur within three (3) business days after the entry of a final order approving the sale.

#### **Authority for Relief**

13. This Court has the statutory authority to authorize the sale free and clear of liens. Pursuant to section 363(f) of the Code, the Trustee may sell all or any part of property of the estate, free and clear of any and all liens, claims, liabilities, encumbrances or other interests if:

- (i) Applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (ii) each entity holding a lien, claim or interest consents;
- (iii) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (iv) such interest is in bona fide dispute, or
- (v) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f); *In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988) (section 363(f) is written in the disjunctive; the court may approve a sale “free and clear” provided at least one of the subsections is met).

14. Property of the estate may be sold outside the ordinary course of business. Section 363(b)(1) of the Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Courts have held that transactions should be approved under section 363(b)(1) when: (a) they are supported by the sound business judgment of the trustee’s management; (b) interested parties are provided with adequate and reasonable notice; (c) the sale price is fair and reasonable; and (d) the purchaser is acting in good faith. *See In re Delaware & Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335-36 (D. Del. 1987). Here, each of these factors is met.

15. Subject to the terms and conditions of the Agreement, the Trustee, in the exercise of his business judgment, has concluded that the sale of the Property to the Purchaser presents the best option for maximizing the value of the Property.

16. The Purchase Price offered by the Purchaser is currently the highest and best offer for the Property.

17. The Purchaser and the Trustee have negotiated the Agreement, and the transactions contemplated thereby in good faith. The Trustee requests that the order find that the Purchaser is a good-faith purchaser entitled to the protections of 11 U.S.C. § 363(m).

**Statement Regarding Potential Lienholders or Interest Holders**

18. The Trustee believes that the following entities assert liens against the Property:

- A. Wauchula Bank – first mortgage lien;
- B. Anthony Marano Co. (“Marano”) – second judgment lien;
- C. Crop Productions Services, Inc. (“CPS”) – third judgment lien; and
- D. Martin County – statutory liens for unpaid taxes, if applicable.

19. Each of Wauchula Bank, Murano and CPS consent to the sale. The Martin County taxes shall be paid at Closing.

20. In accordance with the *Order (I) Granting Trustee's Motion To Establish Sales Procedures For Public Sale Of Real And Personal Property, (II) Granting, In Part, Trustee's Emergency Motion To Sell Property Free And Clear Of Liens, And (III) Scheduling Further Hearings* [ECF No. 319], at Closing the Trustee shall (a) pay Murray Wise and Associates, Inc. its Transaction Fee; (b) retain 1.75% of the gross proceeds of the sale as a Carve-Out; and (c) after payment of the foregoing, usual and customary closing costs, and the amount of unpaid real estate taxes, deliver the remaining net proceeds to Wauchula Bank to reduce the amount of its secured claim against the estates.

**WHEREFORE**, the Trustee respectfully requests the entry of an Order in the form attached hereto as **Exhibit "B"**:

- A. Authorizing the Trustee to sell the Property;
- B. Approving the form of the Agreement; and
- C. Granting such other and further relief as may be just and proper.

Dated: August 7, 2013

BERGER SINGERMANN LLP  
*Counsel for the Trustee*  
1450 Brickell Avenue, Suite 1900  
Miami, FL 33131  
Tel. (305) 755-9500  
Fax (305) 714-4340

By: /s/ Jordi Gusó  
Jordi Gusó  
Florida Bar No. 863580  
[jguso@bergersingerman.com](mailto:jguso@bergersingerman.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served electronically through the Court's CM/ECF system and/or U.S. Mail upon all parties on the attached Service List on this 7th day of August, 2013.

/s/ Jordi Gusó

Jordi Gusó



Byrd Foods of Virginia, Inc.  
P.O. Box 2636  
Plant City, FL 33564-2636

Circle M Ranch, Inc.  
P.O. Box 2636  
Plant City, FL 33564-2636

East Coast Agri-Technologies, Inc.  
3164 Gov. Moore Rd.  
Clinton, NC 28328-9585

Eastern Shore Properties, Inc.  
P.O. Box 2636  
Plant City, FL 33564-2636

Nicholas Matassini  
The Matassini Law Firm  
2811 West Kennedy Blvd.  
Tampa, FL 33609-3101

Gerard A. McHale Jr.  
1601 Jackson Street Suite 200  
Fort Myers, FL 33901-2968

Murray Wise Associates, LLC  
c/o Kenneth A Nofziger  
1605 S State Stm #110  
Champaign, IL 61820-7264

Oakwood Place, Inc.  
P.O. Box 2636  
Plant City, FL 33564-2636

Ruskin Vegetable Corporation  
P.O. Box 2636  
Plant City, FL 33564-2636

Stellaro Bay, Inc.  
P.O. Box 2636  
Plant City, FL 33564-2636

AFLAC  
1932 Wynnton Rd  
Columbus, GA 31999-0001

AM Cert LLC  
4747 Executive Dr. #510  
San Diego, CA 92121-3100

WOLLOK, VA 22010-2243

APEX Funds Services  
c/f Apollo Tax Receivables  
P.O. Box 54321  
New Orleans, LA 70154-4321

ASCAP  
PO Box 331608-7515  
Nashville, TN 37203

AT&T Mobility  
P O Box 6463  
Carol Stream, IL 60197-6463

AT&T Mobility II LLC  
%AT&T SERVICES INC.  
KAREN A. CAVAGNARO - PARALEGAL  
ONE AT&T WAY, ROOM 3A 231  
BEDMINSTER, NJ 07921-2693

Able Tape and Packaging LLC  
2930 Shannon Circle  
Palm Harbor, FL 34684-1877

Acton Mobile Industries  
1642 Payson Circle  
Chicago, IL 60624-0016





Advanced Labeling & Marking  
15240 Nw 60th Ave  
Miami Lakes, FL 33014-2411

Airgas East  
630 Naylor Mill Road  
Salisbury, MD 21801-1106

Airgas USA, LLC  
fka Airgas South, LLC  
3525 Waterfield Road  
Lakeland, FL 33803-9759

Airgas USA, LLC  
2015 Vaughn Rd, Bldg 400  
Kennesaw, GA 30144-7802

Alere Toxicology Services, Inc.  
PO Box 122545  
Dallas, TX 75312-2545

Alexandra CV, LLC  
P.O. Box 25183  
Miami, FL 33102-5183

RM

Allen, Norton & Blue, P.A.  
324 S. Hyde Park Ave., Suite 225  
Tampa, FL 33606-4128

Allied Barton Security Services, LLC  
P.O. Box 534265  
Atlanta, GA 30353-4265

Allied Barton Security Services, LLC  
c/o Gilbert Michael Singer  
5104 S. Westshore Blvd.  
Tampa, FL 33611-5650

Allied Barton Security Services, LLC  
c/o Gilbert Singer, Esq.  
5104 S. Westshore Blvd.  
Tampa, FL 33611-5650

Ally  
P O Box 78234  
Phoenix, AZ 85062-8234

AlSCO, Inc.  
507 North Willow Avenue  
Tampa, FL 33606-1337

AmScot  
Po Box 25137  
Tampa, FL 33622-5137

American Arbitration Association  
2200 Century Pkwy Ste 300  
Atlanta, GA 30345-3126

American Cleaning Equipment Service  
6825 Carriage Ln.  
Lakeland, FL 33811-2263

American Express  
P.O. Box 360001  
Ft. Lauderdale, FL 33336-0001

American Express Bank, FSB  
c o Becket and Lee LLP  
POB 3001  
Malvern, PA 19355-0701

American Fasteners  
of Tampa Inc  
P O Box 290914  
Tampa, FL 33687-0914

American Fastner aka  
Universal Supply  
6606 Pemberton Sage Ct  
Seffner, FL 33584-2428

American Hotel Register Company  
100 E. Milwaukee Avenue  
Libertyville, IL 60048-2815

American Ripener LLC  
803 Pressley Road Ste 106  
Charlotte, NC 28217-0971

Amerigas Ranson  
126 E 3Road Ave  
Ranson, WV 25438-1649

Ann Skyler Cobbett  
c/o Keith T. Hill, Esq.  
PO Box 533984  
Orlando, FL 32853-3984

Anne Bagwell & Eleanor Thompson  
2 Mt Prospect Ave.  
Onancock, VA 23417-1822

Anthony Marano Co.  
3000 Ashland Avenue #100  
Chicago, IL 60608-5348



Anthony Marano Co.  
c/o Tucker L. Waston, Esq.  
PO Box 455  
Eastville, VA 23347-0455

Apple Valley Scale Company  
P O Box 3434  
Winchester, VA 22604-1134

Arthur R. & Linda B. Bennett  
1721 Parkview Ave.  
Norfolk, VA 23503-2412

Ashberry Water Conditioning  
2405 E. Fourth Avenue  
Tampa, FL 33605-5431

Atlantic Filter of Polk County, Inc.  
2404 Commerce Point Drive  
Lakeland, FL 33801-6802

Auto Owners Flood Insurance  
PO Box 30315  
Lansing, MI 48909-7815

Auto Owners Vehicle Insurance  
Po Box 30315  
Lansing, MI 48909-7815

~~Awata-Autoline Inc.~~  
~~33243 E Clayton Ave~~  
~~Reedley, CA 93654-9547~~ Ray

B.B. Hobbs Company  
P O Box 437  
Darlington, SC 29540-0437

B.O.C.C.  
P O Box 30702  
Tampa, FL 33630-3702

BBC Technologies  
1201 Kalamazoo St  
South Haven, MI 49090-1912

BWI - Apopka FL  
P O Box 1328  
Plymouth, FL 32768-1328

Bagwell Oil  
P O Box 136  
Onancock, VA 23417-0136

Barneys New York, Inc.  
c/o Ronald Alter, Esq.  
81 NE 39th St.  
Miami, FL 33137-3629

~~Barry M Gaffney O.D., P.A.~~  
~~802 W Dr M L King Jr Blvd., #A~~  
~~Plant City, FL 33563-5105~~ Ray

Batista Madonia  
PO Box 2636  
Plant City, FL 33564-2636

Bay Creek Resort & Club  
1 Clubhouse Way  
Cape Charles, VA 23310-2399

Bay Creek at Cape Charles  
Community Group  
P O Box 27897  
Newark, NJ 07101-7897

Bay Creek at Cape Charles Community  
Association, Inc.  
c/o HOA Collection Services  
5401 N. Central Expressway, #225  
Dallas, TX 75205-3352

Beauchamp Construction  
P O Box 389  
900 Clarke Ave  
Pocomoke City, MD 21851-1438

~~Beck Machinery Inc~~  
~~10058 Gibsonton Dr~~  
~~Eliverview, FL 33578-5900~~ Ray

Bell Irrigation Pipe & Supply, LLC  
c/o W. Keith Fendrick, Esq.  
100 N. Tampa Street, Suite 4100  
Tampa, FL 33602-3642

Bell Irrigation, Inc  
1920 Meadowbrook Dr  
Cairo, GA 39828-2350

Bellagio, Inc.  
c/o Steven Davis, Esq.  
121 Alhambra Plaza, 10th Floor  
Coral Gables, FL 33134-4540

Bergdorf Goodman  
P.O. Box 5235  
Carol Stream, IL 60197-5235



Berry Publications  
P O Box 5377  
Plant City, FL 33563-0042

Berry, Alfred  
2705 Laurel Oak Dr.  
Plant City, FL 33566-6781

Bianchi, Christina and Jesus  
c/o Suzanne Hernandez  
101 E. Kennedy Blvd., Suite 3170  
Tampa, FL 33602-5151

Bloxom Auto Supply Co  
P O Box 27  
Mappsville, VA 23407-0027

Blue Ribbon Farms  
384 Cowpath Rd.  
Aliquippa, PA 15001-5750

Bob Dean Supply, Inc  
2624 Hanson St  
Ft. Myers, FL 33901-7488

Branch Ranch, Inc.  
PO Box 2012  
Plant City, FL 33564-2012

Brenntag Mid-South Inc  
3796 Reliable Pkwy  
Chicago, IL 60686-0037

Brent Register Citrus Inc  
2901 Sydney Dover Road  
Dover, FL 33527-5005

Briggs Construction Equip., Inc  
P O Box 409794  
Atlanta, GA 30384-9794

Bright House Media Strategies  
c/o Killgore, Pearlman, Stamp, et al  
PO Box 1913  
Orlando, FL 32802-1913

Bright House Networks  
Po Box 30765  
Tampa, FL 33630-3765

Broadway Asset Management, LLC  
P.O. Box 409584  
Atlanta, GA 30384-9584

Brown Craig Turner  
One Charles Center  
100 No Charles St 18th, Floor  
Baltimore, MD 21201-3817

Brown Exterminating Co  
P O Box 6367  
Portsmouth, VA 23703-0367

Bugstoppers Inc  
P O Box 13115  
Chesapeake, VA 23325-0115

Bundick Well & Pump Co  
35162 Lankford Hwy  
Painter, VA 23420-3352

Business Serv. & Solutions Inc  
P O Box 1496  
Bartow, FL 33831-1496

C. F. Lambertson Inc  
2202 Old Snow Hill Road  
Pocomoke City, MD 21851-2736

C.A. Perry & Son Transit Inc  
102 Greenhall Road  
Edenton, NC 27932-9178

CB Capital Investments 311 LP  
P.O. Box 300009  
Duluth, GA 30096-0300

CB Capital Investments FL  
P.O. Box 300002  
Duluth, GA 30096-0300

CE Courtland Cash  
P O Box 370  
Courtland, VA 23837-0370

CJWRLINK, LLC  
c/o James Powell  
P.O. Box 483  
Palm City, FL 34991-0483

CNH Capital  
100 Brubaker Ave  
New Holland, PA 17557-1661

CTL Distribution Logistics LLC  
4201 Bonnie Mine Road  
P O Box 1408  
Mulberry, FL 33860-1408

Cablsh & Gentile, CPAs, LLC  
4855 27th Street W.  
Bradenton, FL 34207-1726

Camden Bros. Inc  
14031 Shields Bridge Road  
Belle Haven, VA 23306-1606

Capital One NA Coll Assignee  
for Jamos Fl Fund I, LLC  
P.O. Box 43514  
Cincinnati, OH 45243-0514

Capital One, NA as Coll Assignee  
of Moonstone Lien Inv. LLC  
P.O. Box 54350  
New Orleans, LA 70154-4350

Capone  
P.O. Box 864796  
Orlando, FL 32886-4796

Cardmember Service  
P O Box 15153  
Wilmington, DE 19886-5153

Carlton Reece Crost  
3897 Whistlewood Cir  
Lakeland, FL 33811-3061

Carolina Eastern Delmarva, LLC  
c/o Patrick Lennon, Esq.  
P.O. Box 1531  
Tampa, FL 33601-1531

Carolina Eastern, Inc.  
c/o Patrick Lennon, Esq.  
P.O. Box 1531  
Tampa, FL 33601-1531

Carquest Lakeland  
815 Pear Street  
Lakeland, FL 33815-1333

Carrington Mortgage Services, LLC  
P.O. Box 54285  
Irvine, CA 92619-4285

Carson Roofing Inc  
P.O. Box 1432  
Hagerstown, MD 21741-1432

Centerstate Bank  
c/o E. Blake Paul, Esq.  
P.O. Box 24628  
Lakeland, FL 33802-4628

Central Coast Transportation  
945 25th Dr E, Rm 2  
Ellenton, FL 34222-2054

Central Florida Uniform Rental  
2127 E Edgewood Dr  
Lakeland, FL 33803-3603

Charles Breeden, Sr.  
307 N. Preston St.  
Ranson, WV 25438-1456

Chastain Skillman Inc  
4705 Old Hwy 37  
Lakeland, FL 33813-2031

Check Cashing Stop- Stuart  
1174 SE Dixie Highway  
Stuart, FL 34997-3044

Chem-Aqua  
23261 Network Place  
Chicago, IL 60673-1232

Chemical Containers Inc  
P O Box 1307  
Lake Wales, FL 33859-1307

Chicki Jo Jester  
12378 Fairview Rd.  
Painter, VA 23420-3227

Christiana Trust, A Div of  
Wilmington Savings Fund Society, FSB  
c/o Kent D McPhail, Esq  
126 Government street  
Mobile, AL 36602-3109

Christiana Trust, A Division of Wilmington S  
1610 E. St. Andrew Pl Ste B150  
Santa Ana CA 92705-4931

Chubb  
P O Box 7247-0180  
Philadelphia, PA 19170-0180

Cintas Corp.  
7101 Parke E. Blvd.  
Tampa, FL 33610-4135

Cintas Fire Protection  
9204 E King Palm Drive  
Tampa, FL 33614-3834

City Treasurer  
City of Winchester, Virginia  
15 N. Cameron St.  
Winchester, VA 22601-4786

City of Plant City  
PO Box C  
Plant City, FL 33564-9003

Clarinet I, LLC  
P.O. Box 281326  
Atlanta, GA 30384-1326

Coast Gas Fort Pierce  
1001 SO US 1  
Fort Pierce, FL 34950-5165



Cobbett, Ann Skyler  
c/o Keith T. Hill, Esq.  
100 N. Tampa Street, Suite 2530  
Tampa, FL 33602-5891

Coca-Cola Bottling Co.  
9102 Sabal Industrial Blvd.  
Tampa, FL 33619-1346

Collier County Tax Collector  
3291 E. Tamiami Trail  
Naples, FL 34112-3972

Colony Tire Corp  
P O Box 1070  
Charlotte, NC 28201-1070

Commissioner of the Revenue  
County of Northampton, Virginia  
P.O. Box 65  
Eastville, VA 23347-0065

Commonwealth of Virginia  
Department of Taxation  
P.O. Box 5610  
Richmond, VA 23220-0610

Commonwealth of Virginia  
Dept. of Environmental Quality  
Lee M. Crowell  
P.O. Box 1105  
Richmond, VA 23218-1105

CompuMend Inc  
5110 S. Florida Avenue  
Ste 118  
Lakeland, FL 33813-2517

CompuMend, Inc  
5110 S. Florida Ave Ste 106  
Lakeland, FL 33813-2517

Connie Duglin Rentals  
425 Roberts Rd.  
Oldsmar, FL 34677-4916

Consolidated Electric Service  
812 North Kent Street  
Winchester, VA 22601-5432

Consolidated Label Co  
925, Florida Central Parkway  
Longwood, FL 32750-7576

Country Side Propane Inc  
1601 Turkey Creek Road  
Plant City, FL 33566-0055

Country Store Deli  
13606 E. US Highway 92  
Dover, FL 33527-3800

Country Village Power Equipment  
3301 Paul Buchman Hwy  
Plant City, FL 33565-5051

Creations by Nora  
14639 Sydney Rd.  
Dover, FL 33527-5749

Creative Flower Designs  
116 W. Alsobrook  
Plant City, FL 33563-5502

Crop Production Services, Inc.  
P.O. Box 275  
Mulberry, FL 33860-0275

Crop Production Services, Inc.  
c/o John H. Mueller, Esq.  
102 W. Whiting Street, Suite 302  
Tampa, FL 33602-5114

Cross Security  
401 Corbett St, Ste 230  
Clearwater, FL 33756-7311

Cross Security  
c/o Carly Burnstein, Esq.  
P.O. Box 1234  
Indian Rocks Beach, FL 33785-1234

Culligan Water Conditioning  
2703 Airport Rd.  
Plant City, FL 33563-1129

D. Page Elmore  
4200 Union Church Rd.  
Salisbury, MD 21804-2377

Daniel Dustin Tillett  
6075 Dubois Road  
Lakeland, FL 33811-1709

David Cannon Well Drilling Inc  
P O Box 38  
Parrish, FL 34219-0038

David J. Page  
Primo South Banquet & Conference Center  
2615 National Avenue  
Indianapolis, IN 46227-3578

David and Suzanne Tarkard, et al  
3333 Mt Hope Rd  
Exmore, VA 23350

Davis Disposal  
P O Box 128  
Craddockville, VA 23341-0128



Davis Home Center  
8131 Lankford Hwy  
Oak Hall, VA 23416-2117

DeLage Landen Fin. Svcs., Inc.  
111 Old Eagle School Rd.  
Wayne, PA 19087-1453

Deluxe Bussiness Checks  
& Solutions  
P O Box 742572  
Cincinnati, OH 45274-2572

Department of Labor and Security  
Hartman Building Suite 307  
2012 Capital Circle Southeast  
Tallahassee FL 32399 0648

Department of Revenue  
PO Box 6668  
Tallahassee FL 32314-6668

Dex Imaging, Inc  
5109 W. Lemon St  
Tampa, FL 33609-1102

Director  
2602 James L. Redman Pkwy  
Plant City, FL 33566-9466

Fish Network  
P.O. Box 105169  
Atlanta GA 30348-5169

Doug Belden  
Hillsborough County Tax Collector  
601 E Kennedy Blvd 14th Flr.  
Tampa, FL 33602-4932

Doug Smith Machinery, Inc  
Attn: Doug Smith, President  
25975 SW 182nd Avenue  
Homestead, FL 33031-1814

Doug Smith Machinery, Inc.  
c/o Jaime Garcia, Esq.  
3105 W. Azeele St.  
Tampa, FL 33609-3089

Douglass Patterson & Lucius Kellam  
35591 Mt Pleasant Rd.  
Belle Haven, VA 23306-1608

Drummond Inc, Harry W  
15383 Merry, Cat Lane  
Belle Haven, VA 23306

EAST COAST AGRI-TECHNOLOGIES, INC.  
3164 Gov. Moore Rd.  
Clinton, North Carolina 28328-9585

East Coast Agri-Technologies  
c/o Herb Donica, Esq  
106 S Tampania Ave, Ste 250  
Tampa, FL 33609-3256

East Coast Agri-Technologies, Inc.  
c/o Gregory Orcutt, Esq.  
4921 Memorial Hwy #200  
Tampa, FL 33634-7506

Eastern Lift Truck Co Inc  
P O Box 307  
Maple Shade, NJ 08052-0307

Eastern Shore Coffee  
31404 Old Ocean City Road  
Salisbury, MD 21804-1810

Ecolab  
3902 Corporex Park Dr. #500  
Tampa, FL 33619-1198

Eddie Pablo Lopez  
3655 SW 96th St.  
Palm City, FL 34990-5099

Edward Don & Co.  
11500 Miramar Parkway Ste 600  
Hollywood, FL 33025-5812

Ehrlich  
18904 Marantha Way, Unit 2  
Bridgeville, DE 19933-4057

El Remolino  
24361 Lankford Hwy  
Tasley, VA 23441

Ervin Garcia, Maria Rodriguez, et al.  
c/o Jack Fernandez, Esq,  
101 E. Kennedy Blvd., #1200  
Tampa, FL 33602-5838

Evelyn Madonia  
PO Box 2636  
Plant City, FL 33564-2636

F & L Electric Co Inc  
P O Box 1957  
Ruskin, FL 33575-1957



Fairview Township Tax Collector  
P.O. Box 90  
Fairview, PA 16415-0090

Farm Plan  
P O Box 4450  
Carol Stream, IL 60197-4450

Farmco Manufacturers Inc  
P O Box 1375  
Ruskin, FL 33575-1375

Farmland Reserve, Inc.  
c/o Wallace O Felsted, Esq  
50 E South Temple, Ste 400  
Salt Lake City, UT 84111-1023

Farmore High IQ  
1293 Harkins Road  
Salinas, CA 93901-4408

Fastenal Industrial & Construction  
1512 George Jenkins Blvd  
Lakeland, FL 33815-1213

Fat Boys  
601 US Hwy 301  
Ruskin, FL 33570

FedEx TechConnect, Inc.  
Attn: Revenue Recovery/Bankruptcy  
3965 Airways Blvd. Module G, 3rd Floor  
Memphis, TN 38116-5017

Federal Discount Beverage #2  
1218 9th Street West  
Bradenton, FL 34205-7335

Feltons  
617 N. Maryland Ave,  
Plant City, FL 33563-3871

Firstech Services Inc  
5629 Hwy 60 E  
Bartow, FL 33830-7647

Fleetwing Corp.  
c/o Alexander F. Koskey, III  
PO Box 24628  
Lakeland, FL 33802-4628

Fleetwing Corporation  
Attn: David A. Rickets, President  
742 S. Combee Road  
Lakeland, FL 33801-6314

Fleetwing Corporation  
c/o Alexander Koskey, Esq.  
P.O. Box 24628  
Lakeland, FL 33802-4628

Florida Department of Health  
Environmental Engineering Division  
2090 E. Clower St.  
Bartow, FL 33830-6741

Florida Department of Labor  
Division of Unemployment Compensation  
Bureau of Tax  
Tallahassee, FL 32399-0233

Florida Department of Revenue  
5050 W. Tennessee St.  
Tallahassee, FL 32399-0100

Florida Department of Revenue  
Lakeland Service Center  
115 S. Missouri Ave., #202  
Lakeland, FL 33815-4644

Florida Department of Revenue  
Tampa Service Center  
6302 E. Dr. MLK Blvd. 8  
Tampa, FL 33619-1166

Florida Dept./Environmental Protection  
Bob Martinez Center  
2600 Blair Stone Rd.  
Tallahassee, FL 32399-2400

Florida Metal Services, Inc.  
c/o James Nieset, esq.  
6740-D Crosswinds Dr. N.  
Saint Petersburg, FL 33710-5472

Florida Power & Light Co  
General Mail Facility  
Miami, FL 33188-0001

Florida Refuse Service  
Po Box 9001099  
Louisville, KY 40290-1099

Florida Tomato Exchange  
800 Trafalgar Court, Suite 300  
Maitland, FL 32751-7135

Floyd Publications, Inc  
101 E J Arden Mays Blvd.  
Plant City, FL 33563-5429

Fred A. and Nancy D. Camden, Trustees  
3365 Main  
Exmore, VA 23350

Fred Russell and Frank Russell  
P.O. Box 1117  
Parksley, VA 23421-1117



G & K Services  
3735 Corporex Park Drive  
Tampa, FL 33619-1162

GCS Service, Inc.  
3902 Corporex Park Drive, #500  
Tampa, FL 33619-1198

Gail Whittington  
307 N. Preston St.  
Ranson, WV 25438-1456

Gem Supply  
1007 N. Himes Avenue  
Tampa, FL 33607-5018

Genares  
5201 N. O'Connor Blvd. Ste 400  
Irving, TX 75039-3766

Georgia Pacific Corp  
P O Box 102574  
Atlanta, GA 30368-0574

Georgia-Pacific Corrugated I, LLC  
c/o David Winder, Esq  
1201 Peachtree St, NW  
Atlanta, GA 30309-3449

German American Capital Corp.  
P.O. Box 172299  
Tampa, FL 33672-0299

Gillum-Waddell  
2450 Commerce Point Dr.  
Lakeland, FL 33801-6802

Golden Dome Investments, LLC  
1481 49th Ave. NE  
Saint Petersburg, FL 33703-4121

Grainger Septic Service Inc  
P O Box 2614  
Bartow, FL 33831-2614

Greek Island Spice  
2905 SW 2nd Ave.  
Fort Lauderdale, FL 33315-3121

Guest Supply  
Po Box 902  
Monmouth Junction, NJ 08852-0902

Gulf Coast Auto Parts  
731, Cattleman Road  
Sarasota, FL 34232-2852

Gulf Seed Inc  
1648 Loves Point Dr  
Leesburg, FL 34748-6726

HMS Corp. of Parrish  
12205 US Hwy 301 N  
Parrish, FL 34219-8410

HSBC Card Services  
P O Box 5222  
Carol Stream, IL 60197-5222

HSO Shore Land Trust  
P.O. Box 1107  
Eastville, VA 23347-1107

Handy Can  
P O Box 6516  
Lakeland, FL 33807-6516

Harper And Company Inc  
545 EdwaRoad Court  
Newport News, VA 23608-8635

Harriet Lumpkin, Dorothy Vaiden and  
Charles West  
5020 S. Moor Rd.  
Richmond, VA 23234-3754

Helena Chemical Co.  
c/o James B. Lake  
400 N. Ashley Street, Ste 1100  
Tampa, FL 33602-4324

Henderson SSS Inc  
257 SE Dr MLK Jr Blvd E.  
Belle Glade, FL 33430-4025

Heritage Propane  
2228 E. Main St.  
Lakeland, FL 33801-2470

Hertz Equipment Rental  
P.O. Box 650280  
Dallas, TX 75265-0280

Hess Mart  
4785 Sr 60 W  
Mulberry, FL 33860-7802

Highland Corporation  
590 3rd St NW  
Mulberry, FL 33860-2917



Hillsborough County Tax Collector  
P.O. Box 172920  
Tampa, FL 33672-0920

Hodges & Irvine Incorporated  
1900 Sinclair St.  
Saint Clair, MI 48079-5513

Hoover Inc  
6367A Stein Hwy  
Seaford, DE 19973

Howard Wines, Jr.  
389 Bill Myer Mill Rd  
Shepherdstown, WV 25443-4752

Hudson Building Supply Co  
2825 Crusader Cir.#A  
Virginia Beach, VA 23453-3133

Ikon Financial Services  
1738 Bass Rd  
Macon, GA 31210-1043

Internal Revenue Service  
Centralized Insolvency Operations  
P.O. Box 7346  
Philadelphia, PA 19101-7346

International Senior Softball Assoc.  
9114 Beam Lane  
Manassas, VA 20110

Investments 2234, LLC  
P.O. Box 403357  
Atlanta, GA 30384-3357

JC Ehrlich Pest Control  
PO Box 1848  
Reading, PA 19610

JOE G TEDDER, CFC  
POLK COUNTY TAX COLLECTOR  
DELINQUENCY AND ENFORCEMENT  
PO BOX 2016 BARTOW, FL 33831

James Banford  
2584 SE Ranch Acres Cir  
Jupiter, FL 33478-1901

James Irrigation Inc  
26606 Gopher Hill Road  
Myakka City, FL 34251-4108

Jeff Horner  
c/o Barry Dorans, Esq.  
Convergence Center IV  
301 Bendix Rde., #500  
Virginia Beach, VA 23452-1388

Jefferson County Sheriff's Tax Office  
112 E. Washington St.  
Charles Town, WV 25414-1072

Jennings & Associates Ins Inc  
308 Elizabeth St  
Brandon, FL 33511-5265

Joan Kellam, Mary Ready, et al.  
20 Meadvilla Dr.  
Onancock, VA 23417-1817

John Deere Financial, F.S.B.  
c/o Amy Winarsky, Esquire  
5104 S. Westshore Blvd.  
Tampa, FL 33611-5650

John Deere Financial, FSB  
c/o Amy J. Winarsky  
5104 S. Westshore Blvd.  
Tampa, FL 33611-5650

John Deere Financial, FSB  
c/o Bernstein Law Firm, P.C.  
707 Grant St., Ste# 2200, Gulf Tower  
Pittsburgh, PA 15219-1945

John Deere Financial, f.s.b.  
P.O. Box 6600  
Johnston, IA 50131-6600

John E. Kellam, Edward L. Kellam and  
Richard Edgar Kellam  
34406 Big Pine Rd.  
Painter, VA 23420-3536

John H Raines III, P.A.  
501 E Kennedy Blvd, Suite 750  
Tampa, FL 33602-5257

John Wilson  
5014 26 Ave Dr East  
Palmetto, FL 34221-2158

Johnson, Pope, Bokor, Ruppel, et al  
P.O. Box 1368  
Clearwater, FL 33757-1368

Joseph E Hiltz  
6659 Simmons Loop  
Riverview, FL 33578-9495

Joshua D. Breeden  
307 N. Preston St.  
Ranson, WV 25438-1456

Juanita T. Daley and Norma T. Collins  
18543 Hermitage Rd.  
Onancock, VA 23417-2018



Karl Thomas  
3075 SE St. Lucie Blvd.  
Stuart, FL 34997-5423

Katalin Varner  
207 55th Ave. E.  
Bradenton, FL 34203-5842

Keen Farm & Grove Service Inc  
P O Box 203  
Parrish, FL 34219-0203

Keen Farm and Grove Service, Inc.  
c/o Charles J. Pratt, Jr.  
1206 Manatee Avenue West  
Bradenton, FL 34205-7518

Kennco Manufacturing Inc  
P O Box 1149  
Ruskin, FL 33575-1149

Kennco Manufacturing, Inc.  
c/o Robert J. Nader, Esq.  
1509 W. Swann Avenue, Suite 235  
Tampa, FL 33606-2511

La Botana  
2415-2417 Hwy 60 East  
Lake Wales, FL 33898-5122

La Zeta Mexicana  
519 S. Brevard Ave.  
Arcadia, FL 34266-4204

Lakeland Sanitary Supplies  
1835 East Gart Road  
Lakeland, FL 33801-2235

Landmark Elevator Inc  
362 W Washington St  
Hagerstown, MD 21740-4994

Leatherbury Equipment Co  
22699 Bayview Circle  
Cheriton, VA 23316

Leonard J Markin P.A. Trust Acct  
28050 US 19 N, Ste 100  
Clearwater, FL 33761-2600

Lewin & Carr Inc Realtors  
29 Market St  
Onancock, VA 23417-1911

MCUCS  
P O Box 25350  
Bradenton, FL 34206-5350

MJS Utilities  
139 Sw Peckham St  
Port Charlotte, FL 33952-9136

MSA, P.C.  
5033 Rouse Dr  
Virginia Beach, VA 23462-3708

Manatee County Tax Collector  
P.O. Box 25300  
Bradenton, FL 34206-5300

Mango Cleaners  
2404 James L. Redman Pkwy  
Plant City, FL 33566-7111

Margaret Machado  
6005 Sheldon Rd.  
Tampa, FL 33615-3111

Marilyn's Linen & Weddings, Inc.  
1541 West Memorial Blvd.  
Lakeland, FL 33815-1288

Martin & Martin, P.A.  
200 Lake Morton Dr, Suite 200  
Lakeland, FL 33801-5318

Martin Castillo Hernandez  
4869 Cedar View Dr.  
Mulberry, FL 33860-3226

Martin County Tax Collector  
3485 SE Willoughby Blvd  
Stuart, FL 34994-5062

McCaleb-Metzler Inc  
35615 Belle Haven Road  
Belle Haven, VA 23306

McCarron & Diess Inc  
4530 Wisconsin Ave NW, Ste 301  
Washington 20016-4667

McGee Tire Stores, Inc.  
3939 US Hwy. 98 S.  
Lakeland, FL 33812-4248



MetLife Agriculture Investments  
Southern Regional Office  
2203 E. Empire, Suite A  
Bloomington, IL 61704-3707

Metropolitan Life Ins Co.  
Agricultural Investments  
10801 Mastin Blvd., Ste. 930  
Overland, KS 66210-1677

Metropolitan Life Ins Co.  
Agricultural Investments  
Attn: Robert C. Henrickson, President  
1095 Avenue of the Americas  
New York, NY 10036-6797

Michael Macari  
708 N.W. North River Dr.  
Stuart, FL 34994-8984

Mid-Florida Golf Cars Dist Inc  
133 E Church Ave  
Longwood, FL 32750-4201

Midco / Bicounty  
2212 6th St  
Sarasota, FL 34237-2802

Miller Safe & Lock Co Inc  
P O Box 1103  
Lakeland, FL 33802-1103

Minuteman Press  
1701 S Alexander St, #105  
Plant City, FL 33566-0965

Mobile Mini Inc  
Attn: Payment Processing  
P O Box 79149  
Phoenix, AZ 85062-9149

Mobley Plant World LLC  
1351 W Cowboy Way  
Labelle, FL 33935-4004

Mulberry Hess  
4785 SR 60 West  
Mulberry, FL 33860-7802

My Biz Path  
c/o Mark Brown  
15407 Heathridge Rd.  
Tampa, FL 33625-1639

My BizPath, Inc.  
c/o Mark Brown  
15407 Heathridge Rd.  
Tampa, FL 33625-1639

Myers Cleaners  
104 West Grant Street  
Plant City, FL 33563-6526

N. Wescott Jacob  
2 Crescent St.  
Onancock, VA 23417-1811

N.R.W.S. LLC  
Attn: Robert Shields  
17535 25th Ave NE  
Shoreline, WA 98155-5206

Nancy Brown  
15407 Heathridge Rd.  
Tampa, FL 33625-1639

National Tax Asset Group, LLC  
2740 SW Martin Downs Blvd., #240  
Palm City, FL 34990-6046

Neff Rental Inc  
P O Box 405138  
Atlanta, GA 30384-5138

Neff Rental, LLC  
c/o Mark M. Schabacker  
201 E. Kennedy Blvd., Ste 460  
Tampa, FL 33602-5823

Neighbors Air Conditioning & Heating  
808 S. Woodrow Wilson St., #5  
Plant City, FL 33563-4948

New Direction Transport Inc  
6941 Sw 196 Ave Bay 94  
Ft. Lauderdale, FL 33332-1609

Newcourt Financial USA, Inc.  
111 Monument Cir. #2700  
Indianapolis, IN 46204-5128

Nieman Marcus  
P.O. Box 5235  
Carol Stream, IL 60197-5235

Norvac Lock Technology Inc  
2001 S Loudoun St  
Winchester, VA 22601-3612

Onancock Building Supply Inc  
135 Market St  
Onancock, VA 23417

PPTS 500, LLC  
P.O. Box 5822  
New York, NY 10087-5822

Pacific Telemanagement Svcs  
2001 Crow, Canyon Road, Suite 200  
San Ramon, CA 94583-5388

Packaging Corp Of America  
P.O. Box 532058  
Atlanta, GA 30353-2058

Packaging Corp of America  
c/o Packaging Credit Company, LLC  
Attn: Karen MvGill  
900 E Diehl Rd, Ste 131  
Naperville, IL 60563-2392



Packaging Corp. of America  
c/o Dale F. Webner  
Po Box 266947  
Weston, FL 33326-6947

Packer, The  
4309 Paysphere Circle  
Chicago, IL 60674-0043

Paul Albert Seltzer  
P.O. Box 494  
Painter, VA 23420-0494

Paul D Williams Hauling  
P O Box 1385  
Dunn, NC 28335-1385

Peace River Electric Coop Inc  
P O Box 1310  
Wauchula, FL 33873-1310

Pepin Distributing Company  
4121 N. 50th Street  
Tampa, FL 33610-8002

Pinch-A-Penny  
1411 S. Collins Street  
Plant City, FL 33563-6577

Pit Stop Sanitation LLC  
P O Box 219  
Myakka City, FL 34251-0219

Placita Mexico Meat Market  
1003 S. Rifle Range Road  
Winter Haven, FL 33880-6070

Plant City Chamber of Commerce  
106 N. Evers Street  
Plant City, FL 33563-3330

Polk County Tax Collector  
P.O. Box 1189  
Bartow, FL 33831-1189

Polk County Tax Collector  
c/o John R. Griffith  
PO Box 24628  
Lakeland, FL 33802-4628

Poppell Produce Inc  
712 W Cherry St  
Jesup, GA 31545-0634

Posey Distributing C Inc  
4319 40th St  
Tampa, FL 33610-6799

Potomac Portables & Septic  
Tank Svc  
P O Box 1966  
Shepherdstown, WV 25443-1966

Praxair Dist SE  
Dept AT 40473  
Atlanta, GA 31192-0473

Premier Beverage Co.  
9801 Premier Pkwy  
Hollywood, FL 33025-3200

Premium Assignment  
P O Box 3100  
Tallahassee, FL 32315-3100

Premium Assignment Corp.  
PO Box 8800  
Tallahassee, FL 32314-8800

Prime Line Distributors, Inc.  
3850 N. 29th Ter.  
Ste 108  
Hollywood, FL 33020-1018

Primos Deli-PC  
2113 W. Reynolds Street  
Plant City, FL 33563-4703

Produce Business  
P O Box 810425  
Boca Raton, FL 33481-0425

Produce Marketing Association  
P O Box 6036  
Newark, DE 19714-6036

Produce Merchandising  
4309 Paysphere Circle  
Chicago, IL 60674-0043

Produce News, The  
800 Kinderkamack Road, Ste 100  
Ordel, NJ 07649-1546

Quality Communications & Alarm  
672 Dwyer Road  
Virginia Beach, FL 23454-6920

Quill  
P.O. Box 37600  
Philadelphia, PA 19101-0600

R L Schreiber, Inc.  
1741 NW 33rd Street  
Pompano Beach, FL 33064-1327

RBCS  
P O Box 2939  
Shawnee Mission, KS 66201-1339



RGE Distributing Co., Inc.  
620 Mt. Vernon St.  
Oldsmar, FL 34677-3000 *RM*

Radiant Oil  
1320 E 9th Ave  
Tampa, FL 33605-3602

Rene Rubio  
PO Box 832  
Ruskin, FL 33575-0832

Resource Management Assoc.  
P.O. Box 119  
Locustville, VA 23404-0119

Richard D. Bernard  
14411 Indian Trail Rd.  
Painter, VA 23420-2840

Robert & Kathleen Bredimus and Cean  
B. Irminger  
10367 Chelsea Farm Lane  
Machipongo, VA 23405-2218

Roberts Oxygen Co Inc  
7564 Standish Place  
Rockville, MD 20855-2766

Robin Kellam, Polly Ransone &  
David Ziegler  
19132 Badger Lane  
Onancock, VA 23417 *RM*

Roger Glenn  
9423 Larkbunting Dr  
Tampa, FL 33647-2823

Roggen Enterprises  
2840 Security Lane  
Lakeland, FL 33803-7333

Ruskin Chevron  
402 US Highway 41 S.  
Ruskin, FL 33570-4663

Ruth Elaine Withee  
1225 NW 21st St., #3408  
Stuart, FL 34994-9381 *RM*

S.M. Rogers, A. Joseph McMath, et al.  
44 Ames St.  
Onancock, VA 23417-1803

SESAC  
55 Music Square E.  
Nashville, TN 37203-4362

STC Inc  
P O Box 5770  
Lakeland, FL 33807-5770

SYSCO-West Coast  
3000 69th Street  
Palmetto, FL 34221-8440

Safety Keen  
P O Box 650509  
Dallas, TX 75265-0509

Sailfish Point Property Owner  
2201 Se Sailfish Point Blvd  
Stuart, FL 34996-1999

Saks Fifth Avenue  
P.O. Box 5224  
Carol Stream, IL 60197-5224

Sam Fasson  
PO Box 170  
Kathleen, FL 33849-0170

Sam Patterson Truck Brokers Inc  
P O Box 3838  
Plant City, FL 33563-0014

Security Concepts Of Tampa Inc  
P O Box 906  
Brandon, FL 33509-0906

Sharp Energy Inc  
P O Box 1553  
Dover, DE 19903-1553

Shenandoah Valley Electric Coop  
P O Box 236  
Mt. Crawford, VA 22841-0236

Sherwin Williams  
726 S. Collins St.  
Plant City, FL 33563-5516

Smith Bros. Oil Company Inc  
P O Box 1339  
Bartow, FL 33831-1339

Sophia Banford  
c/o James Banford  
2584 SE Ranch Acres Cir  
Jupiter, FL 33478-1901

Smith Brothers Oil Company Inc.  
c/o Casasa and Bowden, PA  
3845 Fifth Avenue North  
Saint Petersburg, FL 33713-7548

South Florida Land Clearing Inc  
15701 Orange Ave  
Ft Pierce, FL 34945-4200

Southern Hospitality  
1709 J.L. Redman Parkway  
Plant City, FL 33563-6911

Southern Isle Condominium Assoc., Inc.  
c/o Robert G. Rydzewski  
PO Box 66  
Stuart, FL 34995-0066

Southwest Florida Water Mgmt. Dist  
2379 Broad Street  
Brooksville, FL 34604-6899

Southwest Florida Water Mgmt. Dist  
2840 Security Lane  
Lakeland, FL 33803-7333

Southwest Florida Water Mgmt. Dist  
Attn: H. Paul Senft, Jr., Chairman  
7601 US Hwy 301  
Tampa, FL 33637-6758

Speed & Company PLLC  
5940 Echo Ridge Lane  
Colorado Springs, CO 80918-8112

Speedling Inc  
P O Box 7129  
Sun City, FL 33586-7129

Speedling, Inc.  
4447 Old US Hwy 41 South  
Rusking, FL 33570-4137

St. Armands Baking Co.  
2811 59th Avenue  
Bradenton, FL 34203

Stanley J. McElroy  
972 W Pine Tree Lane  
Palm City, FL 34990-1943

Star 2 Star Communications  
600 Tallevast Road Ste 202  
Sarasota, FL 34243-3254

State Emergency Response  
Commission  
2555 Shumard Oak Blvd  
Tallahassee, FL 32399-2149

State of Florida Disbursement  
Unit  
P O Box 8500  
Tallahassee, FL 32314-8500

Stuart Discount Beverage  
3335 SE Dixie Highway  
Stuart, FL 34997-5294

Suburban Propane  
P O Box 56  
Onley, VA 23418-0056

Sunshine State Cert III, LLLP  
7900 Miami Lakes Dr. W., #300  
Hialeah, FL 33016-5816

Sweet Confections  
4713 Queen Ave.  
Harrisburg, PA 17109-3145

Sysco Guest Supply, LLC  
c/o Marcadis & Singer, P.A.  
5104 S. Westshore Blvd.  
Tampa, FL 33611-5650

Sysco Guest Supply, LLC  
c/o Marcadis Singer, P.A.  
5104 S Westshore Blvd.  
Tampa, FL 33611-5650

T.L. Ashford & Associates  
626 Buttermilk Pike  
Crescent Springs, KY 41017-1302

TECO  
Po Box 31318  
Tampa, FL 33631-3318

TLFGY LLC  
Capital One LLC  
P.O. Box 54347  
New Orleans, LA 70154-4347

Tampa Electric Co  
P O Box 31318  
Tampa, FL 33631-3318

Tapman Refrigeration Inc  
445 Makemie Road  
Pocomoke City, MD 21851-2866

Tasley Inc  
P O Box 234  
Tasley, VA 23441-0234

Taylor Rental  
PO Box 2636  
Brandon, FL 33509-2636

Telmark, Inc.  
PO Box 4943  
Syracuse, NY 13221-4943



The Coalition of Immokalee Workers, Inc.  
Victoria E. Brieant  
Law Office of Victoria E. Brieant  
4000 Ponce de Leon Boulevard, Suite 470  
Coral Gables, FL 33146-1432

Thomas R Gkenn aka  
Roger Glenn  
9423 Larkbunting, Dr  
Tampa, FL 33647-2823

Titan Propane, LLC  
c/o Jeff M Brown, Esq.  
750 S. Dixie Hwy  
Boca Raton, FL 33432-6108

Titan Propane, LLC dba Coast Gas  
c/o Jeff M Brown, Esq.  
750 S. Dixie Hwy  
Boca Raton, FL 33432-6108

Tony and Stella Jimenez  
c/o Nicholas Matassini, Esq.  
2811 W. Kennedy Blvd.  
Tampa, FL 33609-3101

Town of Chincoteague, Inc.  
6150 Community Dr.  
Chincoteague Island, VA 23336-2730

Treasurer Of Virginia  
Dept of Environmental Quality  
P O Box 1104  
Richmond, VA 23218-1104

Treasurer of Accomack County  
P.O. Box 296  
Accomack, VA 23301-0296

Trekker Tractor  
12601 W Okeechobee Road  
Hialeah Gardens, FL 33018-6039

Tri-Pak Machinery Inc  
P O Box 1228  
Harlingen, TX 78551-1228

Triangle Chemical Company  
206 Lower Elm St.  
Macon, GA 31206-1087

Triest Ag Group Inc  
7610 Us Hwy 41 N  
Palmetto, FL 34221-9611

Trombley & Hanes, P.A.  
c/o Ronald P. Hanes, Esq.  
707 N. Franklin Street, 10th Floor  
Tampa, FL 33602-4430

Tropical Music Services, Inc.  
Po Box 22907  
Tampa, FL 33622-2907

Truckers Accounting & Permitting  
Svc  
6604 Harney Road, Ste D  
Tampa, FL 33610-9424

True Oldies WQJQB  
13825 US Hwy 19, #400  
Hudson, FL 34667-1191

UPS  
Po Box 7247-0244  
Philadelphia, PA 19170-0001

US Bank Cust Bisbee LLC  
P.O. Box 645132  
Lockbox #005132  
Cincinnati, OH 45264-0001

US Bank Cust Sass Muni VI  
50 S. 16th St., #1950  
Philadelphia, PA 19102-2517

US Bank Cust Sass Muni VI  
c/o WV Dept. of Tax Department  
Bankruptcy Unit/Special Procedures  
P.O. Box 766  
Charleston, WV 25323-0766

US Foods, Inc.  
CST Co, Po Box 33127  
Louisville, KY 40232-3127

US Foods, Inc.  
c/o Thomas Sciarrino, Esq.  
PO Box 172727  
Tampa, FL 33672-0727

US Postmaster  
14148 Lankford Hwy  
Mappsville, VA 23407-9998

United Food Store-P.C.  
1506 Sammonds Road  
Plant City, FL 33563-6318

United Parcel Service  
c/o Receivable Management Services (RMS)  
P.O. Box 4396  
Timonium, MD 21094-4396



Valrico State Bank  
1815 State Rd. 60 E.  
Valrico, FL 33594-3623

Van Kesteren Farms Inc  
c/o John Van Kesteren  
PO Box 346  
Tasley, VA 23441-0346

Verizon  
P O Box 17577  
Baltimore, MD 21297-0573

Verizon  
PO Box 920041  
Dallas, TX 75392-0041

Verizon Business  
P O Box 371355  
Pittsburgh, PA 15250-7355

Verizon Business  
P O Box 371873  
Pittsburg, PA 15250-7873

Verizon Communications Inc.  
c/o Darrell W. Clark, Esq  
1775 Pennsylvania Ave NW  
Suite 800  
Washington, DC 20006-4605

Verizon Florida LLC  
P O Box 920041  
Dallas, TX 75392-0041

Verizon Wireless  
P O Box 660108  
Dallas, TX 75266-0108

Victorias Secret  
c/o Comenity Bank  
P.O. Box 182125  
Columbus, OH 43218-2125

Virginia Agribusiness Council  
P O Box 718  
Richmond, VA 23218-0718

Virginia Employment Commission  
P.O. Box 27592  
Richmond, VA 23261-7592

W. Calvert Cullen, IV  
8 Burfort Ct.  
Cape Charles, VA 23310-5643

WVA Dept of Agriculture  
Adm Svc Div Fiscal Mgmt Office  
State, Capital  
Charleston, WV 25305

Walmart  
Complete Payment Recovery  
PO Box 30184  
Tampa, FL 33630-3184

Waste Management  
2625 W. Grandview Rd. Ste. 150  
Phoenix, AZ 85023-3109

Waste Management Of Tampa  
P O Box 105453  
Atlanta, GA 30348-5453

Waste Mgmt of Maryland Inc  
P O Box 13648  
Philadelphia, PA 19101-3648

Water System Services Inc  
P O Box 1016  
Plant City, FL 33564-1016

Waters Agricultural  
Laboratories Inc  
P O Box 382  
Camilla, GA 31730-0382

Wauchula State Bank  
P.O. Box 248  
Wauchula, FL 33873-0248

Wauchula Supermarket  
1915 US Hwy 17 N  
Wauchula, FL 33873-8752

Web Listings Inc  
1623 Military Road, #926  
Niagara Falls, NY 14304-1745

West Virginia State Auditor  
1900 Kanawha Blvd. E.  
Building 1, Room W-100  
Charleston, WV 25305-0001





Willcox & Savage  
440 Monticello Ave., #2200  
Norfolk, VA 23510-2243

Willcox Savage  
c/o Hugh Patterson  
440 Monticello Ave., #2200  
Norfolk, VA 23510-2243

William O. Blanto  
3882 State Rd. 80 E., Lot #9  
Plant City, FL 33567-3842

214

William S. Nelson  
1216 Queen Peggy Lane  
The Colony, TX 75056-5809

William or Susan Morse  
638 Main St.  
Danville, NH 03819-3134

Wimauma Supermarket  
Po Box 880  
Wimauma, FL 33598-0880

Winter C. Cullen  
8 Burfort Ct.  
Cape Charles, VA 23310-5643

Wright, Dave  
4221 Thomas Wood Ln.  
Winter Haven, FL 33880-1157

Young Old Shop Inc  
27119 Turkey Run Road  
Mears, VA 23409-2417

Zachary J Bancroft  
Baker, Donelson, Bearman et al  
PO Box 1549  
Orlando, FL 32802-1549

Zee Medical Service  
P O Box 1619  
Seffner, FL 33583-1619

Zenith Insurance Co  
21255, Califa St  
Woodland Hills, CA 91367-5021

Zep Manufacturing Co  
P O Box 3338  
Boston, MA 02241-3338

Zep Manufacturing Co  
P O Box 404628  
Atlanta, GA 30384-4628

Zolfo Supermarket  
PO Box 298  
Zolfo Springs, FL 33890-0298

iTradenetwork Corp  
4155 Hopyard Road, Ste 100  
Pleasanton, CA 94588-8534

**EXHIBIT “A”**

**AGREEMENT**

FROM :

FAX NO. :

Aug. 05 2013 02:44PM P1

REAL ESTATE PURCHASE AND SALE AGREEMENT  
(FLORIDA)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made by and between Gerard A. McHale, Jr., the Chapter 11 Trustee for the bankruptcy estate of Batista Madonia, Sr. and Evelyn Madonia ("Seller") and Terry Sailfish Point Realty Trust, or its permitted assigns ("Buyer"), as of the latter date of execution by the parties hereto (the "Effective Date").

**RECITALS**

A. Seller is the owner of a parcel of land located in Martin County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all buildings and other improvements situated thereon, including, but not limited to, any fixtures, building materials or equipment located thereon, if any, located at 3001 SE Island Pt. Lane and commonly referred to as Sailfish Point (such real property and the improvements thereon, if any, are collectively referred to herein as the "Real Property")

B. Seller desires to sell to Buyer, and Buyer desires to buy from Seller, upon the terms and conditions set forth herein, the Property (as defined below).

C. On March 6, 2013 and March 11, 2013, East Coast Brokers & Packers, Inc. ("East Coast"), Batista J. Madonia, Sr. a/k/a Batista J. Madonia Jr. and Evelyn M. Madonia (together the "Madonias"), Circle M. Ranch, Inc. ("Circle M"), Ruskon Vegetable Corporation ( "Ruskon Vegetable"), Oakwood Place, Inc. ("Oakwood Place"), Byrd Foods of Virginia, Inc. ("Byrd Foods"), Eastern Shore Properties, Inc. ("Eastern Shore"), and Stellaro Bay, Inc. ("Stellaro Bay") (collectively the "Debtors") filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court"). Pursuant to an Order entered by the Bankruptcy Court dated March 13, 2013, the Debtors' Chapter 11 cases are being jointly administered for procedural purposes only under *In re: East Coast Brokers & Packers, Inc.*, Case No. 8:13-bk-2894-KRM. On June 21, 2013, the Bankruptcy Court entered Order Approving Application to Appoint Chapter 11 Trustee, Gerald A. McHale, Jr. This Agreement and the transaction contemplated hereby shall in its entirety be subject to the approval and authorization of the Bankruptcy Court, and is therefore subject to higher and better offers

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

1. Recitals. Seller and Buyer acknowledge that the recitals are true and correct and are incorporated herein by reference.

mx  
8/5/13  
11/13

FROM :

FAX NO. :

Aug. 05 2013 02:45PM P2

2. Property Description. Seller shall sell and convey to Buyer, and Buyer shall purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, the following (collectively, the "Property").

2.1. Real Property. Subject to the Permitted Exceptions (as defined below), the Real Property, together with Seller's interest in any buildings, leases, subleases, licenses, concessions, contracts affecting the Real Property, easements, appurtenances, rights, privileges, reversionary interests and improvements thereunto belonging or appurtenant to the Real Property, including without limitation, all of Seller's rights to utilities serving the Real Property and all right, title and interest of Seller in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Real Property.

2.2. Items of Personal Property Included. Any personal property located on the Real Property set forth on Schedule 1.2 (the "Personal Property").

2.3. Other. All approvals, applications and permits associated with the Real Property, studies, designs and related materials, and any goodwill related thereto, to the extent same is transferable to Buyer by Seller.

3. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property is Seven Hundred and Fifteen Thousand Dollars (\$715,000.00) (the "Purchase Price").

4. Payment of Purchase Price. The Purchase Price shall be payable to Seller, as follows:

4.1. Deposit. Within three (3) days of the Effective Date, Buyer shall deposit with Berger Singerman LLP (the "Escrow Agent") the sum of Seventy One Thousand Five Hundred Dollars (\$71,500.00) (the "Deposit") to be held by Escrow Agent in accordance with the terms hereof. The Deposit shall be applied against the Purchase Price at Closing and shall become non-refundable for any reason other than a material Seller default. The Deposit shall be delivered to Escrow Agent in the form of wire transfer or a certified or bank cashier's check. Escrow Agent shall place the Deposit in a *non-interest-bearing account*.

4.2. Cash to Close. On the Closing Date (as defined below), Buyer shall pay the balance of the Purchase Price (after application of the Deposit) in immediately available funds, subject to the typical closing prorations set forth below.

5. Closing Date. This Agreement is subject to approval by the Bankruptcy Court. The transaction contemplated hereunder shall be consummated (the "Closing") on a mutually agreeable date within three (3) business days from receiving the Bankruptcy Court's approval (the "Closing Date") at the offices of Berger Singerman LLP, or by "mail away".

6. Title Matters.

6.1. Title Commitment. Within ten (10) days after the Effective Date, Seller shall furnish to Buyer, at Seller's expense, a commitment for title insurance covering the Real Property (the "Commitment") and issued by a title insurance underwriter reasonably acceptable

mt  
8/5/13  
mt  
8/7/13

FROM : \_\_\_\_\_ FAX NO. : \_\_\_\_\_

Aug. 05 2013 02:47PM \_P3

to Buyer (the "Title Company"), together with legible copies of all instruments and documents affecting title to the Real Property and listed in the Commitment. The Commitment shall agree to issue to Buyer, upon the Closing of this transaction, a title insurance policy in the full amount of the Purchase Price, without exception for any matters other than the Permitted Exceptions (as defined below); provided, however, it is understood that the actual title requirements may vary depending on the final structure and approval of the Bankruptcy Court. Seller and Buyer both agree to use all commercially reasonable efforts to satisfy the Commitment requirements as may be approved by the Bankruptcy Court. For the purposes of this Agreement, "Permitted Exceptions" shall mean and include (i) zoning and building ordinances and land use regulations applicable to the Real Property, (ii) code enforcement violations, if any, (iii) such state of facts as are shown on any survey or as would be disclosed by an accurate survey of the Real Property, (vi) the lien of taxes and assessments not yet due and payable, (v) any standard exclusions from coverage set forth in the jacket of the title policy, (vi) any exceptions caused by Buyer, its agents, representatives or employees, (vii) all proforma exceptions commonly contained in Schedule B-II and in the Commitment, (viii) all other matters which arise as a result of Seller performing its covenants hereunder, (ix) all matters disclosed by Seller including any Leases or Contracts, and (x) any other liens or encumbrances of record which do not materially adversely affect title to the Real Property or the value of the Real Property.

**6.2. Title Objections.** Within five (5) days of Buyer's receipt of the Title Commitment (the "Title Objection Period"), Buyer shall notify Seller of any additional title matters not a Permitted Exception ("New Title Matter") caused by Seller that renders title unmarketable. Seller shall have five (5) days from receipt of such notice within which to cure such objection using commercially reasonable efforts, and if Seller is unsuccessful in curing them within such period, Buyer shall, upon written notice to Seller within five (5) days from expiration of the five (5) day cure period, either: (1) accept the title to the Property as it then is with no reduction in the Purchase Price, or (2) terminate this Agreement and receive a return of the Deposit and thereupon Buyer and Seller shall be released, as to one another, of all further obligations hereunder, except for those obligations which survive termination. Seller shall have no obligation to bring suits to correct any defect(s) in title. If Buyer does not give written notice of termination within such five (5) day period in accordance with the foregoing, Buyer shall be deemed to have elected to accept the status of the title to the Property as it then exists without any reduction of the Purchase Price. Any and all new title or survey matters that Buyer does not timely object to in writing in accordance with the foregoing or which are subsequently waived by Buyer in accordance with the foregoing and shall be further deemed to be included in the Permitted Exceptions.

**7. Conditions Precedent.** Buyer's obligation to consummate this transaction is expressly conditioned only upon the matters set forth in this Section 6. In the event that all of the conditions precedent are not satisfied by Seller or waived by Buyer in writing by Closing, following written notice to Seller and a ten (10) day opportunity to cure, Buyer may terminate this Agreement and receive a return of the Deposit free of any claims by Seller or any other party with respect thereto.

**7.1.1. Accuracy of Representations.** Each of the representations and warranties made by Seller in this Agreement will be true and correct in all material respects as of the date made.

mk  
8/5/13  
9/6/13

FROM :

FAX NO. :

Aug. 06 2013 08:31AM P1

**7.1.2. Compliance with Covenants.** Seller shall have complied with all of Seller's covenants and requirements in this Agreement to be performed by Seller in all material respects.

**7.1.3. Final Sale Order.** Seller shall have obtained an Order from the Bankruptcy Court transferring the Property to Buyer free and clear of liens and claims, and such Order is an unappealable order (or has become unappealable, including by virtue of a waiver in the Order of Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014) (the "**Final Sale Order**"). Such Final Sale Order shall contain good faith findings pursuant to 11 U.S.C. § 363(m).

**8. Conditions Precedent.** Seller's obligation to consummate this transaction is expressly conditioned upon the matters set forth in this Section 7. In the event that all of the conditions precedent are not satisfied by Buyer or waived by Seller in writing by Closing, following written notice to Buyer and a ten (10) day opportunity to cure, then Buyer shall be in default of this Agreement and Seller shall have no obligation to close hereunder;

**7.1.1. Accuracy of Representations.** Each of the representations and warranties made by Buyer in this Agreement will be true and correct in all material respects on the Closing Date as if made on and as of such date.

**7.1.2. Compliance with Covenants.** Buyer shall have complied with all of Buyer's covenants and requirements in this Agreement to be performed by Buyer in all material respects, including but not limited to, full payment of the Purchase Price.

**7.1.3. Bankruptcy Court Approval.** If the Bankruptcy Court shall disapprove this Agreement, this Agreement shall automatically terminate and the parties hereto shall have no further obligations to one another except for matters which expressly survive termination and, whereupon the Escrow Agent shall promptly return the Deposit to Buyer. If the Bankruptcy Court shall fail to approve this Agreement within forty-five (45) days from the Effective Date, then at any time after said forty-five (45) day period Buyer may terminate this Agreement by delivering written notice to Seller and Escrow Agent, whereupon Escrow Agent shall promptly return the Deposit to Buyer.

**9. Condition of Property.** Except as otherwise expressly set forth in this Agreement or in the documents executed at Closing, Buyer, upon Closing, accepts the Property and improvements thereon in its "AS IS" condition, with all faults, subject only to the express representations and warranties made in this Agreement. Buyer acknowledges and affirms that Seller and/or its affiliated entities own large landholdings consisting of commercial, residential and agricultural property in multiple states. Certain of these properties have been out of operation or otherwise unoccupied for some time. As a consequence, Seller cannot and should not be expected to know of the condition of the Real Property as it pertains to defects and/or environmental contamination. Buyer is encouraged to conduct a thorough examination of the Property.

mt  
8/5/13  
mch  
8/12/13

FROM :

FAX NO. :

Aug. 06 2013 08:32AM P2

Seller is making no warranties or representations of any kind or character, express or implied, with respect to the Property or any part or component thereof, including without limitation, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental condition, operating history or projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer has not relied upon and will not rely upon, either directly or indirectly, any oral or written statement by Seller or any of Seller's employees, agents, brokers, or independent contractors. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary or appropriate for Buyer's intended uses of the Property, including without limitation, the physical and environmental condition thereof, will rely upon the same and, upon Closing, shall assume the risk that adverse matters may not have been revealed by Buyer's inspections and investigations. Upon Closing, Seller shall convey to Buyer, and Buyer shall accept the Property, "AS IS," "WHERE IS," "WITH ALL FAULTS," including all observable and non-observable defects (latent or patent) and deficiencies therein, and Buyer agrees that there are no oral agreements, warranties, or representations by Seller or any third party that are collateral to or affect the Property. The provisions of this Section 8 shall expressly survive the Closing and not merge therein. Seller has not made, does not make, and specifically negates and disclaims all representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to, without limitation, (i) the suitability of the Property for Buyer; (ii) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (iii) the compliance of or by the Property with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (iv) compliance with any environmental protection, pollution or land use laws, rules, regulations, order or requirements; (v) the conformity of the Property to past, current or future applicable zoning or building requirements; (vi) the fact that all or a portion of the Property may be located in an earthquake, seismic, fire, or flood hazard zone; (vii) the existence or lack of vested land use, zoning or building entitlements affecting the Property; and (viii) warranties with respect to the uses permitted on, the development requirements for, or any other matter or thing relating to the Property, or any portion thereof.

10. **Seller's Representations.** Seller hereby makes the following representations, and warranties as of the date hereof:

10.1.1. **Organization and Authorization.** Subject to the Bankruptcy Court's approval of this Agreement, Seller is authorized to transact business in the state in which the Property is located and Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.

10.1.2. **Ownership.** Seller is the sole owner of the Property.

10.1.3. **FIRPTA.** Seller is a "United States person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

10. **Buyer's Representations.** Buyer hereby makes the following representations, which shall be deemed remade by Buyer as of Closing and shall survive Closing:

mt  
8/5/13  
mch  
8/2/13

FROM :

FAX NO. :

Aug. 06 2013 08:33AM P3

**10.1.1. Organization and Authority.** Buyer is a Trust organized under the laws of the State of Florida, and its status is active. Buyer possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transaction contemplated herein.

**10.1.2. No Conflicts.** Buyer's entry into and performance of this Agreement does not conflict with or violate any contracts, leases, agreements or undertakings between Buyer and any third parties.

**10.1.3. Bankruptcy.** No bankruptcy, insolvency, rearrangement or similar action involving Buyer, whether voluntary or involuntary, is pending or threatened, and Buyer has no intention of filing any such action or proceeding.

**10.1.4. Due Authorization.** This Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms.

**10.1.5. USA Patriot Act.** Buyer hereby warrants and represents that: (i) none of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "USA Patriot Act") and (ii) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designed and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

**10.1.6. AS-IS.** BUYER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

# **11. Closing and Escrow.**

**11.1. Time and Place of Closing.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in this Agreement.

mt  
8/5/13  
mt  
8/14/13



FROM :

FAX NO. :

Aug. 06 2013 08:38AM P1

**11.2. Documents to be Delivered by Seller.** Seller shall obtain and deliver at Closing the following documents (all of which shall be duly executed and acknowledged where required), as applicable: (i) a deed sufficient to convey the Real Property (e.g., quitclaim and/or trustee's deed), (ii) bill of sale to convey the Personal Property, (iii) an assignment and assumption of licenses, certificates, permits, approvals, plans and applications and the like relating to the Property to the extent transferable, (iv) closing statement counterpart (v) keys to the Real Property, if any, (vi) FIRPTA Affidavit, (vii) licenses, permits and similar authorizations relating to the Property in Seller's possession, if any, (viii) the Final Sale Order, and (ix) such other documents or affidavits as may reasonably be required by the Title Company or by this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

**11.3. Documents to be Delivered by Buyer.** At Closing, Buyer shall deliver to Seller (i) the balance of the Purchase Price (plus or minus any other prorations and other adjustments to be made in accordance with this Agreement), which balance shall be calculated as follows: (A) the Purchase Price less (B) a credit for the Deposit, (ii) an assignment and assumption of licenses, certificates, permits, approvals, plans, applications and the like relating to the Property to the extent transferable, (iii) closing statement counterpart, (iv) evidence of Buyer's authority to purchase the Property, and (v) such other documents or affidavits as may reasonably be required by the Title Company or by this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

**11.4. Payment of Costs.** At Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, attorneys' fees (to the extent previously authorized to be paid by the Bankruptcy Court). Notwithstanding the foregoing:

- (i) Seller shall pay all costs associated with the Commitment and the premium on the Owner's Title Policy and the cost of the documentary stamp taxes on the deed, if applicable; and,
- (ii) Buyer shall pay for all other costs associated with the deed and any other closing documents as well as any due diligence efforts of the Buyer.

**11.5. Prorations.** The items in this Section 11.5 shall be prorated between Seller and Buyer as of the Closing Date:

- (i) **Expenses.** Taxes, assessments, interest, insurance and other expenses of the Property shall be made as of the Closing Date. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. There shall be no re-proration.

mt  
8/5/13  
[Signature]  
8/7/13

FROM :

FAX NO. :

Aug. 06 2013 08:39AM P2

(ii) Utility Charges. Final meter readings on all utilities charged to the Property shall be made as of the day preceding the Closing Date if feasible. Seller shall use reasonable efforts to arrange for, and shall pay for final billings of utilities to the day preceding the Closing Date, and Buyer shall be responsible for utilities used on or after the Closing Date. Any prepaid water, sewer, and other utility charges allocable to the period from and after the Closing Date shall be credited to Seller and any unpaid water, sewer, and other utility charges allocable to the period prior to the Closing Date shall be credited to Buyer. Seller and Buyer shall deliver written notices to the applicable utility companies notifying them of the change in ownership.

(iii) Seller Deposits. In the event Seller's deposits with respect to insurance, utilities or any other Seller accounts are remitted to Buyer, then such amounts shall belong to Seller, and Buyer agrees to deliver such amounts to Seller (it being understood and agreed that Buyer shall not be obligated to pursue the holders of such deposits or take any action on behalf of Seller to recover such amounts).

The parties acknowledge that all prorations shown on the closing statement as of Closing shall be final in all respects.

12. Possession. Seller shall deliver possession of the Property to Buyer at Closing subject to the Permitted Exceptions.

13. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively, "**Condemnation**") which materially and adversely affects the operation of the Property, Buyer may elect, by written notice to Seller, within fifteen (15) days of its receipt of notice of such condemnation proceeding to terminate this Agreement and be relieved of its obligation to purchase the Property. If Buyer makes such election, the Deposit shall be returned to Buyer and neither Buyer nor Seller shall have any further liability to the other and shall be relieved of all obligations hereunder. If Buyer fails to make such election within such fifteen (15) day period, or if the Condemnation is not material and adverse to the operation of the Property, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer Seller's entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding, in which case Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter it being understood that Seller has been entitled to determine the final resolution in its reasonable discretion. Seller shall promptly notify Buyer in writing of any such Condemnation respecting the Property.

14. Casualty. If any fire, earthquake, windstorm or other casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing and the cost to repair or rebuild exceeds fifteen percent (15%) of the Purchase Price, Buyer may elect, within fifteen (15) days of the date of receiving notice of the extent of such casualty from Seller by written notice to Seller, to terminate this Agreement and be relieved of its obligation to purchase the Property. If Buyer makes such election, the Deposit

mt  
8/5/13  
2013  
8/17/13

FROM :

FAX NO. :

Aug. 06 2013 08:40AM P3

promptly shall be returned to Buyer and neither Buyer nor Seller shall have any further liability to the other and shall be relieved of all obligations hereunder. If Buyer fails to make such election within such fifteen (15) day period, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of applicable deductible and Seller shall, at or prior to the Closing Date, assign to Buyer Seller's entire right, title and interest in and to all insurance claims and proceeds up to the amount of the Purchase Price to which Seller may be entitled in connection with such casualty, in which case Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter; it being understood that Seller shall be entitled to determine the final resolution with the insurance carrier in its reasonable discretion. Seller shall promptly notify Buyer in writing of any such casualty respecting the Property. Seller shall retain all risk of loss until the Closing.

15. **Notices.** Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally, by facsimile or by Federal Express or other overnight delivery service of recognized standing, or by United States Mail, certified, registered, or express mail with postage prepaid. If such notice is delivered in person, or by facsimile, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given upon the addressee's written receipt of delivery. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the date of the deposit thereof in the United States Mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: c/o Gerard A. McHale, Jr., Trustee  
1601 Jackson Street, Suite 200  
Fort Myers, FL 33901  
Facsimile: (239) 337-1178

With a copy to: Berger Singerman LLP  
1450 Brickell Ave, Suite 1900  
Miami, FL 33131  
Attn: Debi Evans Galler, Esq.  
dgaller@bergersingerman.com  
Facsimile: (305) 714-4330

To Buyer: Mary Terry, Trustee  
3215 W. Gulf Drive  
Sanibel, FL 33957  
Facsimile: \_\_\_\_\_

With a copy to: John P. Hines

Facsimile: \_\_\_\_\_

mt  
8/5/13  
mk  
8/17/13

Escrow Agent: Berger Singerman LLP  
1450 Brickell Ave, Suite 1900  
Miami, FL 33131  
Attn: Debi Evans Galler, Esq.  
dgaller@bergersingerman.com  
Facsimile: (305) 714-4330

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

16. **Finders' or Brokers' Fees.** Seller represents and warrants to Buyer that Seller has not dealt with any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement except for Murray Wise Associates LLC ("MWA") or any entity sharing a commission with MWA, to whom Seller shall pay a commission at Closing based on a certain compensation agreement that has been approved by the Bankruptcy Court. Buyer represents and warrants to Seller that except for the broker(s) indicated above, Buyer has not dealt with any other broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated in this Agreement. The parties hereto each agree to indemnify, defend and hold harmless the other party against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees and costs, that the other party shall incur or suffer by reason of a breach by the indemnifying party of the representation and warranty set forth above. This provision shall survive the closing of the transaction contemplated by the Agreement.

17. **Event of Default.** In the event of a default under this Agreement by Seller, then following written notice from Buyer and a ten (10) day opportunity to cure (except for failure to close, which shall require no notice), Buyer shall be entitled to as its sole remedies to terminate this Agreement and obtain the return of the Deposit. In the event Buyer defaults under this Agreement, then following a ten (10) day notice to Buyer and opportunity to cure (except for failure to close, which shall require no notice), Seller may, as its sole and exclusive remedies, (i) retain the Deposit and pursue a claim against the Buyer to recover the difference between the Buyer's bid and the amount paid by the Purchaser, or (ii) Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Agreement.

18. **Miscellaneous.**

18.1 **Applicable Law.** This Agreement shall in all respects be governed by the laws of the State of Florida. Seller and Buyer agree and consent to the exclusive jurisdiction of the Bankruptcy Court of any dispute arising hereunder. Furthermore, Seller and Buyer agree that the execution and performance of this Agreement constitute sufficient contact with Florida for the purposes of establishing personal jurisdiction in Florida. By execution of this Agreement, each of the undersigned hereby waives any and all defenses it may have to claim a lack of personal jurisdiction by Florida courts. The Parties also waive all claims to the right of venue in any court outside of the State of Florida.

mt  
8/5/13  
11/1/13  
8/7/13

FROM :

FAX NO. :

Aug. 06 2013 08:42AM P5

**18.2. Waiver of Jury Trial.** EACH OF THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIMS ARISING OUT OF THIS AGREEMENT.

**18.3. Further Assurances.** Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

**18.4. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto. Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any party.

**18.5. Successors and Assigns.** Buyer may not assign this Agreement to a third party without Seller's written consent, which may be withheld in Seller's sole discretion. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement without the consent of Seller (subject to Bankruptcy Court approval) but upon written notice to Seller to any affiliate of Buyer. For purposes of this Section, the term "affiliate of Buyer" shall mean an entity which controls Buyer, which Buyer controls, or which is under common control with an entity that controls Buyer and such affiliate must be reasonably creditworthy in Seller's discretion. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

**18.6. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

**18.7. Attorneys' Fees.** Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

**18.8. Headings.** The captions and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

**18.9. Time.** Time is of the essence of all the terms, provisions and covenants of this Agreement. Time is important to both Seller and Buyer in the performance of this Agreement, and they have agreed that strict compliance is required as to any date or time periods set forth or described herein. All references to days herein (unless otherwise specified) shall include Saturdays, Sundays, and legal holidays. If the final date of any period which is set forth or described in this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

mt  
8/5/13  
msh  
8/7/13

FROM :

FAX NO. :

Aug. 06 2013 08:42AM PG

**18.10. Exhibits: Schedule.** All exhibits and schedules are attached hereto and incorporated herein as a part of this Agreement.

**18.11. Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

**18.12. Counterparts.** This Agreement may be signed in counterparts and exchanged and compiled electronically. Any compiled copy of this Agreement shall constitute the complete, original agreement of the parties for all purposes. A facsimile signature or signature sent by email transmission shall be deemed to be an original for all purposes hereunder.

**18.13. Escrow Agent.** The Escrow Agent holding the Deposit hereunder is authorized and required to hold same in an escrow account, in escrow, but may co-mingle the same with other monies in a general escrow or trust account in its name. All checks representing deposits for which Escrow Agent acknowledges receipt shall be deposited in Escrow Agent's account within two (2) days after receipt and shall be subject to clearance. Escrow Agent shall hold said deposits in escrow, pending consummation of this Agreement, and is authorized, at Closing, to pay the same to Seller. In the event Escrow Agent shall be in doubt as to its duties or obligations with regard to said deposits, Escrow Agent shall not be required to disburse same and may, at its option, continue to hold same until both Buyer and Seller agree as to its disposition, or until final judgment is entered by a court of competent jurisdiction directing its disposition, or Escrow Agent may place said deposits in the registry of a court of competent jurisdiction and file an action in interpleader, in which case Escrow Agent shall thereupon be released of all liability for holding said deposits. Buyer and Seller shall pay all costs and legal fees of Escrow Agent in connection with such action in interpleader or in connection with any action instituted by either Buyer or Seller related to said deposits.

Seller and Buyer acknowledge that Escrow Agent has no responsibility or obligation whatsoever to any party beyond ministerial compliance with the provisions hereof and shall in no event be personally liable in the absence of willful and wanton misconduct in performance of such ministerial duties. It is further expressly understood and agreed that the Escrow Agent is not required to make independent investigations of the accuracy of information received from either Seller or Buyer concerning the matters referenced herein. The Escrow Agent shall have the right to rely on any writing executed by the parties hereto and on any signature as true and genuine. Seller and Buyer also acknowledge that Escrow Agent also serves as counsel to Seller but that such fact shall not disqualify Escrow Agent from serving its duties hereunder. In addition, Buyer agrees that Escrow Agent may represent Seller in any dispute between Buyer and Seller.

**18.14. Radon Gas Notice.** Pursuant to Florida Statutes Section 404.056(5), Seller hereby makes, and Buyer hereby acknowledges, the following notification:

**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and

mt  
8/5/13  
march  
2013

FROM :

FAX NO. :

Aug. 06 2013 08:43AM P7

state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit

**18.16 Condominium Owners' Association, PUD, Homeowners' Association and/or Community Development District.** If the Real Property is part of or subject to a condominium owners' association, planned unit development, homeowners' association, cooperative or community development district, Buyer, at Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions, restrictions and/or bylaws of the relevant entity prior to the expiration of the Title Objection Period. Seller shall use reasonable efforts to assist Buyer in obtaining a copy of said documents. If Buyer does not object to any such documents during the Title Objection Period, then Buyer shall be deemed to have accepted all of said documents, including any restrictions, covenants or conditions therein contained.

**[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]**

mk  
8/5/13  
mm  
8/7/13

FROM :

FAX NO. :

Aug. 06 2013 08:44AM PB

IN WITNESS WHEREOF, the parties have entered into this agreement on the dates set forth below:

**BUYER:**

Mary E. Terry Trustee McMurray Trustee

By: TRUSTEE

Name: MARY TERRY

Date: 8-5, 2013

**SELLER:**

By: Gerard A. McHale, Jr.

Name: Gerard A. McHale, Jr., solely in his capacity as Chapter 11 Trustee

Date: 8/5, 2013

**JOINDER BY ESCROW AGENT**

The undersigned Escrow Agent agrees to hold the Deposit in escrow, pending consummation of the foregoing Agreement, in accordance with the terms hereof.

Berger Singerman LLP

By: [Signature]

Name: Jordi Guiso

Dated: 8/7, 2013

12024.002-1140v2 (Fla)

mt  
8/5/13  
[Signature]  
8/2/13



FROM :

FAX NO. :

Aug. 06 2013 09:10AM P4

EXHIBIT A

Condominium Unit No. 34-B of SOUTHERN ISLE, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 938, Page 846, and all exhibits and amendments thereof, Public Records of Martin County, Florida

mt  
8/5/13  
jw  
8/6/13

FROM :

FAX NO. :

Aug. 06 2013 09:11AM P5

**SCHEDULE 1.2**

**Personal Property**

**Washer and Dryer**

**Refrigerator**

**Dishwasher**

**Stove**

**Range**

**Microwave**

**Window Treatments**

mx  
8/5/13  
12/11/13

**EXHIBIT "B"**

**PROPOSED FORM OF ORDER**

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

EAST COAST BROKERS &  
PACKERS, INC.

Case No. 8:13-bk-2894-KRM

BATISTA J. MADONIA, SR.  
and EVELYN M. MADONIA,  
CIRCLE M RANCH, INC.

Case No. 8:13-bk-2895-KRM

RUSKIN VEGETABLE CORPORATION,  
OAKWOOD PLACE, INC.,  
BYRD FOODS OF VIRGINIA, INC.,  
EASTERN SHORE PROPERTIES, INC.,  
STELLARO BAY, INC.,

Case No. 8:13-bk-2896-KRM

Case No. 8:13-bk-2897-KRM

Case No. 8:13-bk-2898-KRM

Case No. 8:13-bk-3069-KRM

Case No. 8:13-bk-3070-KRM

Case No. 8:13-bk-3071-KRM

**Jointly Administered Under  
Case No. 8:13-bk-2894-KRM**

Debtors.

**ORDER APPROVING MOTION FOR ORDER AUTHORIZING  
THE SALE OF SAILFISH POINT PURSUANT TO 11 U.S.C. § 363**

THIS MATTER came before the Court on \_\_\_\_\_, at \_\_\_\_:\_0 a.m. (the  
“**Sale Hearing**”) upon the *Motion for Order Authorizing the Sale of Sailfish Point Pursuant to  
11 U.S.C. § 363* (the “**Motion**”)[ECF No. \_\_\_\_] filed by the Trustee, Gerard A. McHale, Jr., the  
duly appointed and acting Chapter 11 Trustee.

The Court, having read and considered the Motion, having obtained certain proffers on  
the record, having considered arguments of counsel, and having been advised that Wauchula  
Bank consents to the sale, finds and concludes as follows:

A. The Court has jurisdiction to hear and determine the Motion and all related  
matters pursuant to 28 U.S.C. §§ 1334 and 157. The relief requested in the Motion is a core  
proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). The statutory predicate for the

relief granted herein is sections 363(b) and (f) of the Bankruptcy Code, as supplemented by Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE THE COURT FINDS, DETERMINES AND CONCLUDES AS FOLLOWS THAT:

1. The Trustee has received an offer to purchase the real property located at 3001 SE Island Point Lane, Unit 34, Stuart, Florida (the “Real Property”) from Terry Sailfish Point Realty Trust (“Buyer”) and the Buyer has agreed to the purchase price of \$715,000.00, upon the terms and conditions contained in the Real Estate Purchase and Sale Agreement (the “Contract”) attached as Exhibit A to the Motion. The legal description of the Real Property is attached to this Order as Schedule 1.

2. The Real Property shall be sold “AS IS”, “WHERE IS”, with all faults. The Closing is to be held within three (3) business days from receiving the Bankruptcy Court’s approval (the “Closing Date”).

3. The proposed sale of the Real Property has been undertaken in good faith and at arms length by and between the Trustee and the Buyer.

4. The Trustee has advanced sound business reasons for seeking the sale of the Real Property, and it is in the best interest of the estate to sell the Real Property and for the Trustee to execute, deliver and perform his obligations hereunder.

5. The total consideration to be realized by the estate pursuant to the sale is fair and reasonable, and the sale of the Real Property is in the best interests of the Debtor’s estate. Accordingly, it is

**ORDERED, ADJUDGED and DECREED that:**

A. Good and adequate notice of the Sale Hearing has been provided under the circumstances.

B. The Contract is approved in all respects. The parties are authorized and directed to undertake the transactions set forth in the Contract and authorized by this Order.

C. Pursuant to Sections 363(b) and (f) of the Bankruptcy Code, and for the total consideration to be paid for the Real Property, at closing, the Trustee is authorized and directed to sell and transfer all of the right, title and interest of the estate in and to the Real Property to the Buyer.

D. The sale of the Real Property is approved in its entirety, and the Trustee, is authorized, empowered and directed to execute and deliver such documents and perform all things necessary to effectuate this Order and to consummate the transactions contemplated by this Order, the Contract, and pursuant to the Motion.

E. Pursuant to §363(b) and (f) of the Bankruptcy Code, the Real Property will be sold and transferred to the Buyer free and clear of any and all liens, encumbrances, interests or claims whether or not allowable (as such terms are defined in the Bankruptcy Code), security interests, title retentions, charges, and any other interest in such property of an entity other than the Debtors' estate including, (collectively, the "Encumbrances"), in existence as of the date of closing, whether arising prior or subsequent to the filing date of the Debtors' voluntary petition in bankruptcy, with such Encumbrances attaching to the proceeds of the sale at closing, with the same priority, validity, force and effect as they now have against the Real Property. All Encumbrances shall attach solely to the proceeds of the sale and neither the Real Property nor the Buyer shall have any liability therefore, except for liabilities arising from and after the closing date. The Buyer has not assumed responsibility for any of the debts, claims, liabilities and obligations, liquidated or contingent, of the Debtors' estate except as specifically provided in the Contract and this Order.

F. At Closing, the Trustee is authorized and directed to pay: (i) all necessary documentary stamp taxes on the deed estimated to be \$5,005.00; (ii) outstanding taxes due to Martin County Tax Collector, if applicable; (iii) all costs associated with the commitment and the premium on the owner's title policy; (iv) Murray Wise and Associates, Inc. its Transaction Fee; (v) retain 1.75% of the gross proceeds of the sale as a Carve-Out; and (vi) pay Wauchula Bank all remaining net proceeds.

G. The provisions of this Order authorizing the sale of the Real Property free and clear of Encumbrances at closing shall be self-executing and, upon closing, shall constitute a satisfaction and release of all liens, claims, interests, charges and encumbrances on the Real Property. Neither the Trustee nor the Buyer shall be required to execute or file releases, termination statements, assignments, consignments, or other instruments in order to effectuate, consummate and implement the foregoing provisions; provided, however, that this decretal paragraph shall not excuse such parties from performing any and all of their respective obligations under this Order. The Buyer is further authorized, upon closing, to execute and file such additional statements, instruments, releases or other documents as are necessary or commercially reasonable to discharge liens recorded on public records.

H. In the event that the Buyer fails to close by the Closing Date, the Buyer shall forfeit its Deposits.

I. The Contract and related documents may be modified, amended or supplemented by the parties thereto without further order of the Court, provided that any such modification, amendment or supplement is not material.

J. This Order shall be binding upon and inure to the benefit of the Debtors' estates, the Buyer and their respective assignees.

K. The Provisions of this Order are non-severable and mutually dependent.

L. This Court shall retain jurisdiction over the parties for the purpose of enforcing the terms and provisions of this Order.

# # #

Submitted by:  
Jordi Gusó  
BERGER SINGERMANN LLP  
1450 Brickell Avenue, Suite 1900  
Miami, FL 33131  
Telephone: 305-755-9500  
Facsimile: 305-714-4340  
jguso@bergersingerman.com

Copy furnished to:  
Jordi Gusó, Esq.  
*(Attorney Gusó is directed to serve a confirmed copy of this Order upon all interested parties and file a certificate of service with the Court).*

**SCHEDULE 1**  
**Legal Description**

Condominium Unit No. 34-B of SOUTHERN ISLE, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 938, Page 846, and all exhibits and amendments thereof, Public Records of Martin County, Florida